

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CLEVELAND
MUNICIPAL SCHOOL DISTRICT AND THE CLEVELAND TEACHERS UNION FOR
THE 2009/10 COMPUTER CREDIT RECOVERY PROGRAM**

This is a Memorandum of Understanding between the Cleveland Municipal School District ("District") and the Cleveland Teachers Union, AFT Local 279, AFL-CIO ("CTU"), regarding the 2009-2010 Computer Credit Recovery Program (CCRP) the parties agree to meet and to negotiate terms and conditions of employment for all other 2009-2010 District sponsored programs

The parties agree that, notwithstanding the deadlines contained in Article 27, Section (B) of the Collective Bargaining Agreement ("CBA"), the job posting for the Computer Credit Recovery Program will be posted at the individual school sites, no later than October 28, 2009 through November 4, 2009. A Computer Credit Recovery Teacher Selection form signed off by both Building Principal and CTU Chapter Chairperson will be submitted to Human Resources no later than November 5, 2009, by 5:00 p.m.

No later than November 6, 2009, each bargaining unit member shall be notified by CMSD e-mail if he or she has a CCRP instructor assignment. Bargaining unit members are committing to teach Session One and Session Two of the CCRP.

1. The CCRP will be for students currently enrolled in grades 12, 11, 10, and 9 based on the following criteria: **GRADES 12, 11, 10 and 9:** The District will offer academic make-up courses to students starting with twelfth grade. Limited available space will then be offered to eleventh, tenth and ninth graders in that order. Each Computer Credit Recovery class meeting is 180 minutes, and completion of the full ten (10) sessions (fifteen sessions for science) will be needed to obtain 0.5 credits. Lessons for academic make up will be available through the computer instruction program, monitored by the Computer Credit Recovery Instructor.

2. **Session One** of the CCRP will begin Monday, November 16, 2009 and will end Tuesday, January 5, 2010 with the exception of Science classes which will continue through Thursday, January 21, 2010. **Session Two** of CCRP will begin Monday, February 22, 2010 and will end Thursday, March 25, 2010 with the exception of Science classes-which will continue through Wednesday, April 20, 2010. If a calamity day occurs, a make-up session will be held the Friday of the same week. All bargaining unit members awarded a position are required to report to a **mandatory** professional development session at BBB Professional Development Center on Wednesday, November 11, 2009 or Thursday, November 12, 2009. Teachers must attend one three hour mandatory training session. Teachers must attend one session, from 3:30 pm to 6:30 pm. Teachers will be paid at the in-service workshop rate of pay.
3. The on-site CCRP will consist of 180 minutes of instruction and 10 minutes for teacher preparation.

Sample DAILY SCHEDULE:

2:35 pm to 2:45 pm	Teacher prep
2:45 pm to 5:45 pm	Class instruction
5:45 pm	End of class- students/teachers depart

4. The following provisions in the CBA will be waived: Article 10, Section 8(D) [no more than three preparations]; Article 10, Section 4 [use of unassigned time]; and Article 21, Section 1 (H) [sick leave].
5. All bargaining unit members will be paid the 08-09 Miscellaneous Rates Of Pay, number 2 In-Service Instructor page 168 of the Collective Bargaining Agreement, for a total of 3 hours and 10 minutes per session.
6. The District and the CTU will utilize the building job posting for the following position: (1) Computer Credit Recovery Instructor. The parties expressly acknowledge that the job posting does not guarantee that such positions will be available. Job postings will include the applicable information contained in this Memorandum of Understanding. Each site will offer

applicable information contained in this Memorandum of Understanding. Each site will offer either 2 or 4 instructor positions based on student enrollment (*see item #10*). Applicants for a CCRP instructor position will submit a Letter of Interest to the Building Principal and the Chapter Chairperson who will jointly select the applicants based on seniority. Applicants for CCRP substitute instructor must also submit a Letter of Interest to the Building Principal and the Chapter Chairperson in the same manner as above.

7. Bargaining unit members will be awarded positions for the CCRP Instructor position(s) by system seniority without regard to teaching area of certification. By seniority, the selected teacher(s) at each site will choose a Monday /Wednesday **OR** Tuesday/Thursday session for **Session I and II**. If there are not enough teacher applicants, the teacher with the highest seniority may choose an additional class after the other teacher(s) have selected their initial class. If no applicants apply at a CCRP site than the position(s) may be awarded on the basis of seniority to an applicant who can arrive at the site by 2:45 pm without disrupting his/her regular school day.
8. A teacher who applies for a CCRP Instructor position must be: (a) a current classroom teacher, at the same site the Computer Credit Recovery courses will be offered; (b) currently teaching at the school in grades 9, 10, 11 and 12; and (c) enters grades in District grade reporting system; and (d) have current/valid K-12, 7-12 or 9-12 high school certification or licensure in any teaching area.
9. A teacher who applies for a position as a **substitute** must be (a) a current classroom teacher at the same site the CCRP courses will be offered; (b) currently teaching at the school with grades 9, 10, 11 and 12; and (c) enters grades in District grade reporting system; and (d) have current/valid K-12, 7-12 or 9-12 high school certification or licensure in any teaching area. In the event that a substitute teacher is not available at the CCRP site, a substitute from a nearby site will be called to fill in for the absent teacher.

10. A classroom teacher will be assigned a lab consisting of minimum of 15 students to 20 students per session assignment. The projected program sites and number of teachers are as follows:

Student population from 0-649 will receive up to 2 teachers per building based on the numbers of students enrolled for the Computer Credit Recovery Course. The schools are:

John Hay Campus
Max Hayes High School
Success Tech High School
Jane Addams High School
Garrett Morgan High School
Carl Shuler High School
Martin Luther King Campus

Student populations of 650-1800 will receive up to 4 teachers per building based on the numbers of students enrolled for the Computer-Credit Recovery Course. The schools are:

Collinwood High School
East High School Campus
East Tech High School Campus
Glenville High School
John Marshall High School
John Adams High School
Lincoln-West High School
South High School High School
JFK High School High School
Rhodes High School High School

11. The CTU will be supplied with: a list of all bargaining unit members who apply for a CCRP Instructor position by school, a list of all bargaining unit members awarded CCRP Instructor

positions, a list of all substitutes selected for the CCRP, and the bi-weekly payroll (as needed) for all bargaining unit members employed for the CCRP.

12. Professional Leave will not be granted during the CCRP dates. This includes workshops, conventions, and conferences. It is expected that the person selected as the CCRP Instructor make a commitment to be present for all sessions. During the 2009/10 CCRP, Bargaining Unit Members are not paid In-Service Instructor rate of pay for any absences.
13. A commitment of a CCRP Instructor assignment by Human Resources will guarantee a bargaining unit member an appointment for the duration of the CCRP unless notified otherwise, no later than November 22, 2009 for Session One by 4:00 pm and no later than February 22, 2010 for Session Two by 4:00 pm. If a class offering is eliminated due to low enrollment, then the least senior teacher who has more than one class section (M-W and T-TH) will have one class section eliminated first.
14. All provisions of the CBA shall be in full force and effect except those mutually agreed to be modified.

SIGNED AND AGREED TO BY:


David J. Quolke, President CTU


Eugene T.W. Sanders, CEO CMSD